

JC04 Rec'd PCT/PTO 05 JUL 2005 #2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re PATENT application of:

Applicants: Philip Anthony Ashworth et al.
Serial No: 10/526,334
Filed: March 2, 2005
Title: SEARCHABLE MOLECULAR DATABASE

Art Unit:
Examiner:

Docket No. DYOU0285US

SUBMISSION OF POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Submitted herewith for filing in connection with the above-captioned application
is a Power of Attorney by Assignee of Entire Interest.

Respectfully submitted,

Don W. Bulson, Reg. No. 28,192
RENNER, OTTO, BOISSELLE & SKLAR
1621 Euclid Avenue - Nineteenth Floor
Cleveland, Ohio 44115
(216) 621-1113

CERTIFICATE OF MAILING

I hereby certify that this correspondence (along with any paper referenced to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date: 6-30-05

Jennifer A. Moore



Rec'd PCT/PTO 05 JUL 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re PATENT application of:

Applicants: Philip Anthony Ashworth et al.
Serial No: PCT/GB2003/003868
Filed: September 5, 2003
Title: SEARCHABLE MOLECULAR DATABASE

Art Unit:
Examiner:

Docket No. DYOU0285US

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS AND EXCLUSION OF INVENTIVE ENTITY)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The assignee of the entire right, title and interest of the above identified patent application, by virtue of an assignment, [X] copy attached ☐ recorded in the Patent and Trademark Office at Reel <REEL>, Frame <FRAME>, hereby revokes all powers of attorney previously given and hereby appoints the attorneys of Renner, Otto, Boisselle & Sklar, LLP associated with Customer Number 23908 to prosecute and transact all business in the Patent and Trademark Office connected with the above referenced application and to the exclusion of the inventive entity or any prior assignees.

Send correspondence and direct telephone calls to:

Don W. Bulson, Esq.
RENNER, OTTO, BOISSELLE & SKLAR, LLP
1621 Euclid Avenue, 19th Floor
Cleveland, Ohio 44115

Tel: 216-621-1113
Fax: 216-621-6165

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified below.

The undersigned further declares that he is empowered to act on behalf of the assignee, and that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Cresset Biomolecular Discovery Limited

Date:

4th April
2005

By:

Name:

Title:

J. G. NINTER
CSO

ATTORNEY REF:

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on the 5 day of September 2002 BETWEEN

PHILIP ANTHONY ASHWORTH of British nationality, resident at 13 Bentley Road, Cippenham, Slough, Berkshire, SL1 2BB, United Kingdom (hereinafter referred to as "Inventor"); and

TIM CHEESERIGHT of British nationality, resident at 253 The Sycamores, Milton, Cambridge, CB4 6ZD, United Kingdom (hereinafter referred to as "Inventor"); and

MARK DENIS MACKEY of Australian nationality, resident at 10 Rainsford Road, Stansted Mountfitchet, Essex CM24 8DU, United Kingdom (hereinafter referred to as "Inventor"); and

JEREMY GILBERT VINTER of British nationality, resident at Baylays Glen, Fore Street, Weston, Hitchin, Hertfordshire SG4 7AS, United Kingdom; and

CRESSET BIOMOLECULAR DISCOVERY LIMITED, a legal body organized under the laws of England having a place of business at Spirella Building, Suite 203, Bridge Road, Letchworth, Hertfordshire, SG6 4ET, United Kingdom (hereinafter referred to as "the Employer").

WHEREAS :-

(A) Each Inventor claims jointly with the other Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention"); and

(B) The Invention has been made by the Inventors during the period of their employment with the Employer and in the course of their normal duties with the Employer and by virtue of the terms of their employment with the Employer, the Invention is to be taken as between the Employer and the Inventors to belong to the Employer.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer of:

- (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
- (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. Each Inventor hereby undertakes to the Employer that he will at the expense of the Employer execute all documents and do all such acts and things as the Employer may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Employer or its nominee free from all encumbrances and to enable or to assist the Employer or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

3. Each Inventor hereby warrants to the Employer:

- (a) that he has not assigned or agreed to assign to any person firm company or legal body or otherwise encumbered the Invention or any other part of the rights therein and thereto;

- (b) that he has not disclosed and will not disclose the Invention to any person firm company or legal body other than the Employer except as directed by the Employer;
- (c) that he will give to the Employer all information in his possession or in his power relating to the Invention and the method of employing or using the same as the Employer shall require;
- (d) that he knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself or to his successors in title.

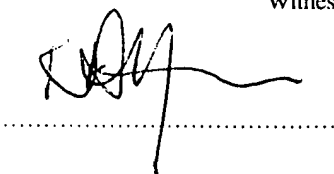
SCHEDULE: The invention is as described in the attached draft specification entitled:- "SEARCHABLE MOLECULAR DATABASE"

IN WITNESS thereof the parties have duly executed this document the day and year first above written

SIGNED by the Inventor:


PHILIP ANTHONY ASHWORTH

Witness



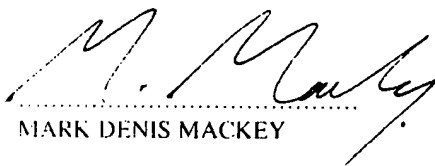
SIGNED by the Inventor:


TIM ~~CHEESRIGHT~~ CHEESERIGHT 

Witness



SIGNED by the Inventor:


MARK DENIS MACKEY

Witness



SIGNED by the Inventor:

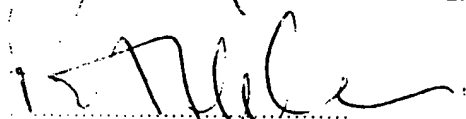

JEREMY GILBERT VINTER

Witness



SIGNED for and on behalf
of CRESSET BIOMOLECULAR DISCOVERY LIMITED:

Witness


PAUL A HILLIER
DIRECTOR

